

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

THOMAS M. SHAW, GREGORY L.
SHAW, AND SUSAN C. SHAW,

Plaintiffs,

vs.

JP MORGAN CHASE BANK, N.A., d/b/a
ACCENT MORTGAGE, LLC, THE
HOFFMAN GROUP, INC., ACCENT
APPRAISAL SERVICES, INC., KERSI S.
SHROFF, a.k.a. CASEY SHROFF,
SHROFF FINANCE, LLC., HOFFMAN
CORPORATION, and WALTER J.
WITKOWSKI,

Defendants.

JPMORGAN CHASE BANK, N.A.,

Counterclaim Plaintiff,

vs.

THOMAS M. SHAW, GREGORY L.
SHAW, AND SUSAN C. SHAW,
Counterclaim Defendants.

CIVIL ACTION NO. 4:11-cv-01699-MGL

Plaintiffs' Motion to Compel Defendant J.P.
Morgan Chase Bank, N.A. to Comply with
Settlement Terms

To: JP Morgan Chase Bank, N.A., and its attorney, Emily H. Farr, Esq.:

Please take notice that Plaintiffs, through their undersigned counsel, will move before the
Honorable Mary G. Lewis, for an order compelling Defendant J.P. Morgan Chase Bank, N.A.

(hereinafter referred to as “Chase”) to comply with the terms of the settlement agreement it executed with Plaintiffs on October 23, 2013.

Background

Plaintiffs filed their initial Complaint in this matter on July 17, 2011 against J.P. Morgan Chase Bank, N.A. and others alleging fraud, unfair trade practices and other causes of action with regard to Plaintiffs’ purchase of an oceanfront condo in Myrtle Beach, South Carolina. Chase counterclaimed against Plaintiffs to collect on the promissory note the Plaintiffs executed as part of their purchase of the property. As a result of a mediation in September 2013, the Plaintiffs, Chase, and Accent Appraisals, Inc. executed a confidential settlement agreement on October 23, 2013. Plaintiffs and the remaining defendants settled the remaining causes of action and the case was dismissed on September 9, 2014.

Argument

Chase has had more than a year since the mediation to complete its obligations under the settlement agreement and has failed to do so. Plaintiffs completed their obligations under the settlement agreement on October 23, 2013. Chase’s failure to comply is causing Plaintiffs continuing damages in the form of carrying costs for the subject property.

Wherefore, Plaintiffs seek an order from this Court:

- a. requiring Chase to fully comply with the terms of the settlement agreement;
- b. to reimburse Plaintiffs for the carrying costs on the property from October 23, 2013 to the date of Chase’s full compliance;
- c. for the costs of the this motion;
- d. attorney’s fees; and
- e. such other relief as the Court deems just and appropriate.

HARVEY & BATTEY, P.A.

Dated: October 1, 2013

Beaufort, South Carolina

By: S/ J. Sam Scoville

J. Sam Scoville

Fed. I.D. 11150

Post Office Box 1107

Beaufort, South Carolina 29901-1107

843-524-3109 telephone

843-524-6973 telefax

Attorneys for the Plaintiffs

Rule 37 FRCP and Local Rule 7.02 Certification

Counsel above-signed certifies that he has in good faith conferred or attempted to confer with opposing counsel in an effort to resolve this matter without court action.